

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

August 5, 2005

NOTICE  
OF  
CONTRACT NO. 071B5200343  
between  
THE STATE OF MICHIGAN  
and

|   |  |
|---|--|
| NAME & ADDRESS OF VENDOR<br><br><b>CMP Distributors<br/>22206 W. Warren Ave.<br/>Detroit, MI 48239</b>                        | TELEPHONE: Catherine Parks<br><b>(313) 274-2673</b>    |
|   | VENDOR NUMBER/MAIL CODE<br><b>(2) 38-2677687 (001)</b> |
|   | BUYER/CA (517) 241-2619<br><b>Seleana L. Samuel</b>    |
| Contract Compliance Inspector: Gary Nix, Inspector<br><b>Body Armor – Michigan State Police and Department of Corrections</b> |  |
| CONTRACT PERIOD: From: <b>July 29, 2005</b> To: <b>July 28, 2008</b>  |  |
| TERMS<br><b>Net 45</b>  | SHIPMENT<br><b>30 Days ARO</b>                         |
| F.O.B.<br><b>Delivered</b>  | SHIPPED FROM<br><b>Jacksonville, FL</b>                |
| MINIMUM DELIVERY REQUIREMENTS<br><b>1 Unit</b>  |  |

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT**

The terms and conditions of this Contract are those of **ITB #071I5200202** this Contract Agreement and the vendor's quote dated **June 6, 2005**. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$903,250.00**

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DEPARTMENT OF MANAGEMENT AND BUDGET  
ACQUISITION SERVICES  
P.O. BOX 30026, LANSING, MI 48909  
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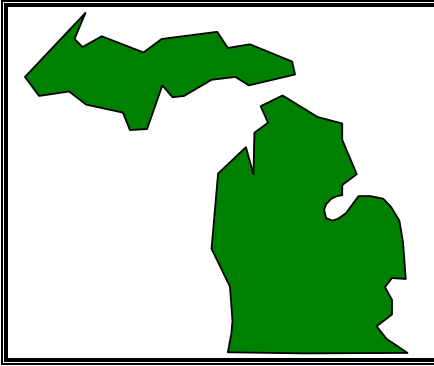
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**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No.071I5200202**. Orders for delivery of equipment will be issued directly by the **Department of Corrections and Michigan State Police** through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

| FOR THE VENDOR:                  | FOR THE STATE:                          |
|----------------------------------|---|
| <b>CMP Distributors</b>          | Signature                               |
| Firm Name                        | <b>Elise Lancaster, Deputy Director</b> |
| Authorized Agent Signature       | Name/Title                              |
| <b>Catherine Parks</b>           | <b>Acquisition Services</b>             |
| Authorized Agent (Print or Type) | Division                                |
| Date                             | Date                                    |



**STATE OF MICHIGAN**  
**Department of Management and Budget**  
**Acquisition Services**

Contract No. 071B5200343  
Police Protection Equipment

Buyer Name: Seleana L. Samuel  
Telephone Number: 517-241-2619  
E-Mail Address: [samuels1@michigan.gov](mailto:samuels1@michigan.gov)



## *Police Protection Equipment*

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**Article1 – Statement of Work (SOW)****1.0 Introduction****1.001 DEFINING DOCUMENT**

This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

**1.02 PROJECT TITLE AND DESCRIPTION**

The purpose of this Contract is to provide police protection equipment for the Michigan Department of State Police and Department of Corrections. However, if the Contractor and the State agree, additional State agencies may participate should the need develop.

**1.003 PROJECT CONTROL**Project Control

The Contractor will carry out this project under the direction and control of the Michigan Department of State Police and Department of Corrections.

Reports

The Contractor will provide usage reports as required by the Michigan Department of State Police and Department of Corrections.

**1.004 COMMENCEMENT OF WORK**

Contractor shall show acceptance of this agreement by signing two copies of this contract and returning it to the Contract Administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

**1.1 Product Quality****1.101 SPECIFICATIONS**

All items to be furnished hereunder shall conform to the Specification Sheets # 1 and #2, which can be found on pages 24 – 32 of this document

**1.102 RESEARCH AND DEVELOPMENT (RESERVED)****1.103 QUALITY ASSURANCE PROGRAM (RESERVED)****1.104 WARRANTY FOR PRODUCTS OR SERVICES (RESERVED)****1.105 PERFORMANCE WARRANTY:**

Assuming normal use and lack of abuse, field ballistic performance to specified threat level is warranted by the manufacturer for five (5) years from Date of Issue. In addition, Outer carriers are guaranteed against defects in workmanship for a minimum of twenty-four (24) months from the Date of Issue. The Date of Issue is defined as the date that the vest is received by the requesting officer.

If replacement of vests and/or carriers is necessary during the warranty period, item (s) shall be replaced at no cost to the Michigan Department of State Police (MSP) or Department of Corrections (DOC), including freight.

**1.2 Service Capabilities****1.201 CUSTOMER SERVICE/ORDERING**

Orders may be placed as follows:

Lansing Office:

Mail: CMP Distributors, Inc., 6539 Westland Way, Suite 21 & 22 Lansing, MI 48917

Fax: 517-721-0974 Telephone: 517-721-0970 or 886-721-0970

e-mail: jrsmith@cmpdist.com

Orders that are received by telephone and facsimile will be confirmed by CMP within 48 hours. Please note: MSP & DOC must provide CMP with a list (include name, phone number and fax number) of authorized personnel who can order product. CMP will only accept phone orders from authorized personnel.

Customer service calls may be answered by any of CMP sales agents. However, Jodie Smith is the Contractor's Administrator for this Contract.

**Fittings**

CMP sales people will travel to any MSP or DOC field office to measure officers for their vest. The Contractor will use trained female employees to fit female officers for their vests. To ensure a proper fit, it is required that all officers be in full uniform when they are measured for a vest. Officers should be measured wearing their duty pants with gun belt in order to properly fit vest length. Additionally, female officers should be measured wearing the style of brassiere they will be wearing under their vest.

**General**

Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or task order and this Contract, the Contract shall control.

If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

**1.202 TRAINING**

The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on measuring vest and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by this Contract at no additional charge.

**1.203 REPORTING**

The Contractor shall provide various reports, when requested by the State. Examples include itemized report of total items purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, etc. The Contractor will generate these reports using Microsoft Excel.

**1.204 SPECIAL PROGRAMS**

The Contractor is offering line item one at a discounted rate for a one- time order at the start of this Contract. In order to take advantage of this program, the agencies will have to purchase a combined one-time order of 1000 units at a price of \$352.00 per unit.

**1.205 SECURITY**

The State may decide to perform a security background check on delivery and measuring personnel. If so, Contractor will be required to provide to the State a list of all people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number may also be required).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

**1.3 Delivery Capabilities****1.301 TIME FRAMES**

All orders must be manufactured and delivered within thirty (30) calendar days after receipt of order.

**1.302 MINIMUM ORDER**

It is requested that the minimum order is 1 unit (vest or carrier).

**1.303 PACKAGING**

Each vest and carrier must be packaged individually in a protective plastic bag and shipped in a specially designed protective cardboard box. The State reserves the right of final approval on the Contractor's packaging.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

**1.304 PALLETIZING**

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturers standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

**1.305 DELIVERY TERM**

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders of 1 unit or more to the State. Other F.O.B. terms will not be accepted.

Freight Charges - Should an agency order below the minimum order requirement of a Contract, or should a vendor quote F.O.B. Shipping Point on one-time purchases, the Contractor for shipping products must use one of the following carriers. Orders being shipped from or to in the State of Michigan or the States of Illinois, Indiana, Ohio, and Wisconsin, use Alvan Motor Freight (Tel: (800) 632-4172, attention Earl Batenburg); orders being shipped from or to ALL other states, use Roadway Express, Inc. (Tel: (800) 253-3193, attention David Lewis).

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages. Also, if the shipment weighs less than 150 lbs, but costs \$3000 or more, it must be sent by the appropriate carrier listed above.

If the Contractor fails to follow these shipping instructions, the State shall pay the carrier used and deduct the difference from the Contractor's invoice for the amount that was charged and the amount that would have been charged if the requested carrier had been used.



**1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION****1.4 Project Price****1.401 PROPOSAL PRICING**

The following is the Contractor Price Proposal for this Contract:

Item 1: Body Armor and Riot Shields; American Body Armor – Xtreme, Threat Level II  
\$362.00 per unit

\$372.00 for local units of Government

Item 2: Body Armor and Riot Shields; American Body Armor – Xtreme, Threat Level IIIA  
\$550.00 per unit

\$570.00 for local units of Government

**1.402 QUICK PAYMENT TERMS (RESERVED)****1.403 PRICE TERM**

Prices quoted are the maximum for a period of 365 days from the date this Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

**1.5 Quantity term**

Requirements – Vendor agrees to supply all that the State requires

**1.6 Purchase Requirements**

Contractor is a recognized distributor that maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday.

**1.7 DISPOSITION OF CURRENT VESTS:**

Current vests being worn by officers shall be retained by the officer as a back-up vest. However, the Contractor will be responsible for pick- up and disposal of any used body armor that MSP and DOC no longer have a need for at no cost to the State of Michigan.



## **Article 2 – General Terms and Conditions**

### **2.0 Introduction**

#### **2.001 GENERAL PURPOSE**

This Contract is for police protection equipment for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

#### **2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR**

This Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Department of State Police, hereinafter known as MSP and the Department of Corrections, hereinafter known as DOC. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process.

**Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of this Contract from any individual or office other than Acquisition Services and the listed Contract Administrator**

All communications covering this procurement must be addressed to the person indicated below:

Department of Management and Budget  
Acquisition Services  
*Attn: Seleana L. Samuel*  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 241-2619  
samuels1@michigan.gov

#### **2.003 NOTICE**

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

#### **2.004 CONTRACT TERM**

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately July 29, 2005 through July 28, 2008.

**Option.** The State reserves the right to exercise two one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.



**Extension.** At the sole option of the State, this Contract may also be extended. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Written notice will be provided to the Contractor within 60 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before this Contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended Contract shall be considered to include this option clause.

## **2.005 GOVERNING LAW**

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

## **2.006 APPLICABLE STATUTES**

The following statutes, rules, and laws are applicable to the performance of this Contract; some statutes are reflected in the clauses of this Contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FOIA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

## **2.007 RELATIONSHIP OF THE PARTIES**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**2.008 HEADINGS**

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**2.009 MERGER**

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

**2.010 SEVERABILITY**

Each provision of this Contract shall be deemed to be severable from all other provisions of this Contract and, if one or more of the provisions of this Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.

**2.011 SURVIVORSHIP**

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

**2.012 NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

**2.013 PURCHASE ORDERS**

Acquisition Services has given the State Departments approval to make payments for commodities and services purchased from this Contract through Direct Voucher. For this reason, the Contractor may be asked to reference the Blanket Purchase Order/Contract number rather than a Purchase Order Number when invoicing for payment.

**2.1 Vendor/Contractor Obligations****2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to this Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on this Contract or extension thereof.

**2.102 NOTIFICATION OF OWNERSHIP**

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.



The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

**2.103 SOFTWARE COMPLIANCE (RESERVED)**

**2.104 RESERVED**

**2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) RESERVED**

**2.106 PREVAILING WAGE (RESERVED)**

**2.107 PAYROLL AND BASIC RECORDS (RESERVED)**

**2.108 COMPETITION IN SUB-CONTRACTING**

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

**2.109 CALL CENTER DISCLOSURE**

Vendor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

**2.2 Contract Performance**

**2.201 TIME IS OF THE ESSENCE**

Contractor is on notice that time is of the essence in the performance of this Contract. Late performance will be considered a material breach of this Contract, giving the State a right to invoke all remedies available to it under this Contract.

**2.202 CONTRACT PAYMENT SCHEDULE**

The specific payment schedule for this Contract, will mutually agree upon by the individual State agencies and the Contractor. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

**2.203 POSSIBLE PROGRESS PAYMENTS (RESERVED)**

**2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) RESERVED**

**2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds is available to State contractors. The Contractor is encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).

**2.206 PERFORMANCE OF WORK BY CONTRACTOR (RESERVED)****2.3 Contract Rights and Obligations****2.301 INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of this Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this Contract.

**2.302 CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this Contract. If any part of the work is to be subcontracted, this Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of this Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

**2.303 ASSIGNMENT AND DELEGATION**

The Contractor shall not have the right to assign this Contract, to assign its rights under this Contract, or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under this Contract without the prior written consent of the Director of Acquisition Services.

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

**2.304 TAXES**

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt from Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

**2.305 INDEMNIFICATION**General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:





1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in this Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

#### Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

#### Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

#### Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation



acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

#### Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

#### Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.



**2.306 LIMITATION OF LIABILITY**

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

**2.307 CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

**2.308 FORM, FUNCTION, AND UTILITY**

If this Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

**2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

The Contractor hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

**2.310 PURCHASING FROM OTHER STATE AGENCIES (RESERVED)****2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to six months after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this Contract for Contract performance.

**2.312 RESERVED****2.313 RESERVED****2.314 WEBSITE INCORPORATION**

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

**2.4 Contract Review and Evaluation****2.401 CONTRACT COMPLIANCE INSPECTOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), a Contract Compliance Inspector will be allowed to oversee the Contract performance on a day-to-day basis during the term of this Contract. However, overseeing this Contract implies no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such



**Contract(s). That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project will be:

Inspector Gary Nix  
Department of State Police, Field Services Bureau  
[NixG@michigan.gov](mailto:NixG@michigan.gov)  
517-336-6524

## **2.402 PERFORMANCE REVIEWS**

Acquisition Services in conjunction with the Department of State Police and Department of Corrections may review with the Contractor their performance under this Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of this Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, this Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

## **2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS**

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of this Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with this Contract requirements.

## **2.5 Quality and Warranties**

### **2.501 PROHIBITED PRODUCTS**

All materials to be used shall be clean, brand new and free of any defects. All workmanship is to be first quality. No defect that might affect the performance, wearability, or durability of the vest will be tolerated. The Michigan State Police shall have the sole right to determine if this and all other requirements have been met.

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against this Contract, shall be considered default by the Contractor of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Acquisition Services has approved a change.

### **2.502 QUALITY ASSURANCE**

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

**2.503 INSPECTION**

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of this Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

**2.504 GENERAL WARRANTIES (goods)**

*Warranty of Merchantability* – Goods provided by vendor under this agreement shall be merchantable. All goods provided under this contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.

*Warranty of fitness for a particular purpose* – When vendor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the vendor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

*Warranty of title* – Vendor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by vendor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

**2.505 CONTRACTOR WARRANTIES**

This Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of this Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract.
9. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.



10. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
11. The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this Contract, on behalf of Contractor.
12. The Contractor is qualified and registered to transact business in all locations where required.
13. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
14. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

#### **2.506 STAFF (RESERVED)**

#### **2.507 EMERGENCY REPLACEMENT ORDERS**

In the event a vest becomes damaged or wet, an emergency order shall be placed to the vendor and a replacement, close fit, vest shall be manufactured and shipped overnight to the officer to wear until a new vest can be made to fit the exact size. The new made to fit vest shall be shipped within 30 days.

#### **2.508 EQUIPMENT WARRANTY (RESERVED)**

#### **2.509 RESERVED**

### **2.6 Breach of Contract**

#### **2.601 BREACH DEFINED**

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this Contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this Contract.

#### **2.602 NOTICE AND THE RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same



nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

## 2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under this Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under this Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) this Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under this Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

## 2.7 Remedies

### 2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under this Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling this Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered



by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of this Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

## 2.702 RIGHTS UPON CANCELLATION

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.



**2.703 LIQUIDATED DAMAGES**

- A. The State and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.
- B. The Contractor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.
- C. Liquidated damages will be assessed as follows: The awarded Contractor will be liable to pay the Michigan State Police (MSP) the difference between the contracted price and what MSP would have to pay another vendor to replace the vest and/or carrier with comparable product if the Contractor can not provide the vest and/or carrier.

**2.704 STOP WORK (RESERVED)****2.705 SUSPENSION OF WORK (RESERVED)****2.8 Changes, Modifications, and Amendments****2.801 APPROVALS**

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

**2.802 TIME EXTENTIONS**

Time extensions for Contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the Contract completion date will be extended only for those specific elements related to the changed work and that the remaining Contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

**2.803 MODIFICATION**

Acquisition Services reserves the right to modify this Contract at any time during the Contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THIS CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.



**The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contractor.** The item(s) may be included on this Contract, only if prior written approval has been granted by Acquisition Services.

**2.804 AUDIT AND RECORDS UPON MODIFICATION (RESERVED)**

**2.805 CHANGES**

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the Contract, including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
  - (1) The date, circumstances, and source of the order; and
  - (2) That the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



**ITEM LISTING**

Item 1: Body Armor and Riot Shields; American Body Armor – Xtreme, Threat Level II  
\$362.00 per unit

\$372.00 for local units of Government

Item 2: Body Armor and Riot Shields; American Body Armor – Xtreme, Threat Level IIIA  
\$550.00 per unit

\$570.00 for local units of Government



## SPECIFICATION SHEET #1

### Bullet Resistant Vest Specifications

### Assault Body Armor Level II

#### MINIMUM REQUIREMENTS:

The requirements in this specification describe minimum acceptable standards for concealable body armor for male and female members of the Michigan State Police. The intent is to purchase state of the art, concealable body armor with optimum protection and wearability. The Contractor shall adhere strictly to these requirements. Compliance, warranties, and a complete justification for any deviations are furnished in a separate document. Written approval for any deviation from these specifications shall be obtained from the Michigan State Police prior to orders.

#### BALLISTIC PROPERTIES:

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC), and found to comply with the requirements of NIJ Standard 0101.04, Ballistic Resistance of Police Body Armor, April 1987, for Threat Level II, for male and female wearers, shall be submitted under this specification, **No Exceptions.**

#### N.I.J. SPECIFICATION MIL-STD-662c

|                     |                            | <b>Maximum Velocity V-50 Ballistic Limit</b> |                    |
|---------------------|----------------------------|--|--------------------|
| <u>Threat Level</u> | <u>Bullet Descriptions</u> | <u>Feet/Second</u>                           | <u>Feet/Second</u> |
| II                  | 9mm FMJ 124gr              | 1175fps                                      | 1590fps            |
| II                  | 357Mag. JSP 158gr          | 1395fps                                      | 1629fps            |

#### V-50 BALLISTIC LIMIT TESTING:

Concurrent with the satisfactory N.I.J. certification test, both male and female models must also have been tested for V-50 Ballistic Limit so that a scientific V-50 performance level correlating with each successful N.I.J. certification test can be established. The test method specified is MIL-std-662c, modified by use of Roma Plastilina #1 clay backing material and the same handgun bullets utilized for the above certification tests. Test results are to be equivalent or better than the V-50 specification shown above.

#### AGENCY TESTING:

V-50 tests have been proven to relate directly to handgun bullet stopping power and have a high degree of consistency of reproducibility. The Department of State Police reserves the right to conduct random acceptance testing and old, used vest test utilizing the consistent, scientific V-50 test method.

#### RELATIVE PERFORMANCE INDEX:

The minimum RPI must be lower than:

| <u>Bullet</u> | <u>9mm</u> | <u>.357Mag.</u> |
|---------------|------------|-----------------|
| RPI           | 2240       | 2300            |

#### TRAUMA PERFORMANCE:

Blunt trauma reduction is an important aspect of armor design. Low Back Face Signature (BFS) should result in reduced blunt trauma injury. Therefore, the BFS results of the NIJ 0101.03 certification test reports shall reflect BFS no higher than:

**Bullet**

Average Backface Signature

**9mm**

28.5mm

**.357Mag.**

35.5mm

**FIBER & FABRIC PROPERTIES:**

Each lot's critical fiber properties (denier, # of filaments, fiber type, tenacity, and elongation at break) shall have been certified by the fiber manufacturer. Each lot's critical fiber properties (weave, warp and fill ends/inch, basis weight, thickness, yarn and fabric tensile properties, 9mm & .357 Magnum V-50's) shall have been certified by the fabric manufacturer.

**MANUFACTURER PROPERTY CHECKS:**

The vest manufacturer shall re-check critical fabric properties (fiber and fabric property certifications, weave type, warp and fill ends/inch, basis weight, 9mm & .357 magnum penetration resistance of each shipment and/or lot which is determined by the manufacturers standard operating procedure) prior to its use in the manufacture of ballistic vests.

**PRODUCT CONSISTENCY CHECKS:**

The manufacturer shall warrant that all shipments of each certified model will be identical in design and construction to that which was originally certified. The manufacturer and N.I.J. must have retained samples from the original certification for verification and/or inspection. No substitutions will be allowed without prior written approval of the Department of State Police. The manufacturer must warrant the N.I.J. certified model will continue to perform at its established V-50 Ballistic Limit Levels, as demonstrated by independent laboratory tests, within a normal variation of +/- 6%, throughout the five year service life of the vest.

All vests must be serialized, 100% inspected and traceable. All procedures and quality data must be available to the Agency for inspection upon request.

**LABELING:**

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the ballistic panels, 5 years. All body armor shall be labeled in strict accordance to N.I.J. Standard 0101.04. Each ballistic panel shall have a label that contains; 1. The manufacturer's name; 2. Threat level; 3. Size; 4. Lot; 5. Serial Numbers; 6. Date of Manufacture; 7. Strike Face; 8. Care Instructions; 9. Certification of Compliance and 10. Required warnings on vest limitations.

**GENERAL USE COVERAGE:**

The Michigan State Police are intent upon providing a full wrap with 1" overlap vest for protection of the torso, maximizing coverage for males and females without reducing wearability on a daily basis. Suitable relief of 1-2" must be allowed between the bottom of the vest and the gun belt while standing so that no binding occurs when the officer is sitting in his/her patrol car. Ample relief must be provided in the armpit area. A 2" scoop must be cut into the neck area, which prevents the armor from showing when worn under a shirt with an open collar.

The vest shall not constrict, bind or hinder the mobility and flexibility of the officer. The vest shall be concealable under the uniform shirt. Specified thickness, flexibility, weight and fit requirements are intended to maximize every daywear. Any deviations from the specifications shown herein must not detract from the wearability, concealability, or durability.

**BALLISTIC MATERIAL:**

The ballistic panels of soft body armor meeting this specification shall provide thin, flexible, light weight comfort utilizing a single fabric or combination of the following ballistic materials; Araflex VI with SimLITE technology, Allied Signal Spectra High Performance materials, Twaron, Gold Flex and woven Kevlar. Any product submitted which contains Zylon will be rejected. The ballistic panel must weigh no more than .78 lbs/Sq. Ft.



## BALLISTIC PANELS:

The ballistic panels shall be constructed as follows:

| <b><u>Threat Level</u></b> | <b><u>Plies of Ballistic Material</u></b> | <b><u>Maximum Lbs./Sq.Ft.</u></b> | <b><u>Maximum Thickness</u></b> |
|----------------------------|---|-----------------------------------|---------------------------------|
| II                         | No more than 24                           | .78 lbs./Sq.Ft                    | Not more than .22"              |

The ballistic panels must be soft, flexible, and readily comfortable to the body. It shall be stitched together in such a way that it remains extremely flexible. To prevent unnecessary stiffness, no quilt, diamond or box stitching through the entire panel will be allowed. All vests, which are submitted, shall represent armor, which in layer count, is uniform throughout the ballistic panel. Accordingly, any ballistic panel, which is not uniform, in layer count, throughout the entire ballistic package, shall be rejected. If the manufacturer contends that such "feathering of the armor is advantageous," then the armor shall be tested utilizing the least number of layers, which exist in any part of the ballistic package. Failure to submit such testing results shall be cause for rejection.

## BALLISTIC PANEL COVERS:

Each ballistic panel shall be permanently covered in a fabric, which provides for panel protection and water repellency. Said cover must also be stain, odor and mildew resistant. The inner cover material must be breathable in order not to trap moisture in its vapor form. Said cover shall prevent body oils, fuels, cosmetics, insect repellents and food substances from contaminating the ballistic panel and/or compromising the waterproof properties of the cover. The cover shall be stain resistant, odor and mildew resistant.

Laboratory certification data of the below minimum performance levels is required. The testing laboratory must be listed on the U.S. government Qualified Labs List for performance of the following tests:

| <b>TEST:</b>                 | <b>REQUIREMENT:</b>                                     | <b>TEST METHOD:</b>                     |
|------------------------------|---|---|
| Moisture Vapor Transmission  | 600gm/M2/24hr Procedure B<br>4600gm/M2/24hr Procedure B | ASTM E96-95 1/<br>ASTM e96-95 2/        |
| Water Permeability Initial   | No Leakage  | BS3424: Part 26:1990<br>Method 29A 3/   |
| After Deet Insect Repellent  | No Leakage  | BS 33424: Part 26:1990<br>Method 29A 4/ |
| After Synthetic Perspiration | No Leakage  | BS 33424: Part 26: 1990                 |

## BALLISTIC VEST CARRIERS:

Each vest shall be supplied with (2) Navy/Dark Blue eight (8) point adjustable, removable, and washable carriers with 4 removable straps. The carrier face is to be constructed of poly-cotton/Poly Max/Cool Max/Akwadyne or similar type open mesh material designed to maximize moisture wicking and evaporation. The fabric used shall be capable of releasing moisture without absorption, allowing for higher evaporation and resulting in a less clammy feeling to the wearer. The carrier shall have two armor plate pockets, with Velcro closure, to accommodate a 5" x 8" and/or 7" x 10" soft or hard trauma reduction pack/plate, allowing the wearer the option of using trauma or ballistic plate inserts. The ballistic panels shall be loaded from the bottom area of the carrier through a zipper entry allowing access to a specially designed "suspension system" to hold the ballistic panels up and prevent the panels from "slipping down" inside the carrier. A proposal shall be included for the purchase of additional carriers as carriers wear out which have extended their warranty date.

## SIZING & FIT:

Each vest shall be fit to each officer and made to measurements. Male and female sizes include all panel widths and lengths necessary for proper fitting. The Contractor shall be able to supply bullet resistant vests in sizes to fit every member of the Michigan State Police. The Contractor shall conduct the measurement of recruits during the recruit



schools and those officers currently in the field who are in need of replacement vests. Each vest shall fit in accordance with the following guidelines.

1. The side edges on the front and back panel shall overlap 1" at the initial fitting. Side coverage shall be provided by both front and back panels, not just one or the other.
2. The bottom edge of the front ballistic panel shall be 1" from the top of the duty belt when the wearer is in a relaxed, upright, sitting position.
3. The bottom edge of the rear panel shall be within 1" of the top of the duty belt when the wearer is in an upright standing position.

#### **ALTERATION POLICY:**

The manufacturer shall perform all required alterations of more than one inch (1") within thirty (30) days after original shipment of the product, to the wearer, at no charge. Adjustments of one (1") inch or less shall be accomplished by using the adjustable elastic strap feature on the vest.

#### **OFFICER OPTION:**

The Contractor offers two trauma reduction options, (a soft trauma insert to fit the 5"x 8" pocket on the carrier, and a steel/alloy trauma reduction insert constructed of a steel alloy to fit the 5" x 8" pocket on the carrier). The individual officer at his/her cost may purchase these trauma reduction systems. The soft trauma insert shall be made of the same ballistic material as the ballistic body panel and covered with the same material as the ballistic panels.



## SPECIFICATION SHEET #2

### Bullet Resistant Vest Specifications

### Assault Body Armor Level III

#### MINIMUM REQUIREMENTS

The requirements in this specification describe the minimum acceptable standards for Level III-A body armor designed for male and female members of the Criminal Investigation Division of the Michigan State Police. The intent is to purchase state-of-the-art, raid entry/assault type body armor which may also be used as semi-concealable body armor, when the conditions require, which provide optimum protection and wearability. The Contractor shall adhere strictly to these requirements. Compliance, warranties, and a complete justification for any deviations shall be furnished in a separate document. Written approval for any deviation from these specifications shall be obtained from the Michigan State Police prior to orders.

#### BALLISTIC PROPERTIES

Only body armor models, which have been tested by the National Institute of Justice (NIJ) National Law Enforcement Technology Center (NLETC) and found to comply with the requirements of NIJ Standard 0101.04, for Threat Level III-A, for male and female wearers, shall be submitted under this specification, no exceptions.

#### N.I.J. SPECIFICATION MIL-STD-662c

| <u>Maximum Velocity</u><br><u>Threat Level</u> | <u>V-50 Ballistic Limit</u><br><u>Bullet Descriptions</u> | <u>Feet/Second</u> | <u>Feet/Second</u> |
|--|---|--------------------|--------------------|
| III-A  | 9mm 124 gr. FMJ   | 1400 fps           | 1747 fps           |
| III-A  | .44 Magnum 240 gr. SWC-GC                                 | 1400 fps           | 1643 fps           |

#### V-50 BALLISTIC LIMIT TESTING

Concurrent with the satisfactory NIJ certification test, both male and female models must also have been tested for V-50 Ballistic Limit so that a scientific V-50 performance level correlating with each successful NIJ certification test can be established. The test method specified is MIL-STD-662c, modified by use of Roma Plastilina #1 clay backing material and the same handgun bullets utilized for the above certification tests. Test results are to be equivalent or better than the V-50 specification shown above.

#### AGENCY TESTING

V-50 tests have been proven to relate directly to handgun bullet stopping power and have a high degree of consistency of reproducibility. The State reserves the right to conduct random acceptance testing and old used vest test using the consistent, scientific V-50 test method. The Michigan State Police will pay for all samples and testing costs.

#### RELATIVE PERFORMANCE INDEX:

The minimum RPI must be lower than:

|               |            |                |
|---------------|------------|----------------|
| <u>BULLET</u> | <u>9MM</u> | <u>.44Mag.</u> |
| RPI           | 1782       | 1677           |



## TRAUMA PERFORMANCE

Blunt trauma reduction is an important aspect of armor design. Low Back Face Signature (BFS) should result in reduced blunt trauma injury. Therefore, the BFS results of the NIJ 0101.04 certification test reports shall reflect BFS no higher than;

### Bullet

Average wet & dry Backface Signature

### 9mm

26.88mm

### .44 Mag.

37mm

## FIBER & FABRIC PROPERTIES:

Each lot's critical fiber properties (denier, # of filaments, fiber type, tenacity, and elongation at break) must have been certified by the fiber manufacturer. Each lot's critical fabric properties (weave, warp and fill ends/inch, basis weight, thickness, yarn and fabric tensile properties, 9mm and .44 Magnum V-50's) must have been certified by the fabric manufacturer.

## MANUFACTURER PROPERTY CHECKS:

The vest manufacturer must also re-check critical fabric properties, (fiber and fabric property certifications, weave type, warp and fill ends/inch, basis weight, 9mm and .357 magnum penetration resistance of each shipment and/or lot), which are determined by the manufacturer's standard operating procedure prior to its use in the manufacture of ballistic vests.

## PRODUCT CONSISTENCY CHECKS:

The manufacturer must warrant that all shipments of each certified model will be identical in design and construction to that which was originally certified. The manufacturer and NIJ must have retained samples from the original certification for verification and/or inspection. No substitutions will be allowed without the prior written approval of the Michigan Department of State Police.

The manufacturer must warrant that the NIJ certified model will continue to perform at its established V-50 Ballistic Limit Levels, as demonstrated by independent laboratory tests, within a normal variation of +/-6%, throughout the five (5) year service life of the vest. All vests must be serialized, 100% inspected and traceable. All procedures and quality data must be made available to the Michigan Department of State Police for inspection upon request.

## LABELING:

Label material shall withstand normal wear and cleaning and remain readable during the entire warranted life of the armor, five (5) years. All body armors shall be labeled in strict accordance to NIJ Standard 0101.04. Each ballistic panel shall have a label that contains: 1) The manufacturer's name, 2) Threat Level, 3) Size, 4) Lot, 5) Serial Numbers, 6) Date of Manufacture, 7) Strike Face, 8) Care Instructions, 9) Certification of Compliance, and 10) required warnings on vest limitations.

## GENERAL USE COVERAGE:

The Michigan Department of State Police is intent upon providing a full wrap vest for protection of the torso, maximizing coverage for males and females without reducing wearability. Ample relief must be provided in the armpit area so that the armor does not constrict, bind or hinder the mobility and flexibility of the officer. A 3" scoop must be cut into the neck area that prevents the vest from showing when worn under a shirt with an open collar when the six point adjustable carrier is in use. Any deviation from the specifications shown herein must not detract from the wearability, concealability or durability.

## BALLISTIC MATERIAL:

The ballistic material shall be of Araflex VI with SimuLITE technology or its equivalent --waterproof, breathable, oleophobic. The ballistic panels of soft body armor meeting this specification shall provide relatively thin, flexible, lightweight comfort using a single fabric or combination of the following ballistic materials: AraflexVI with SimLITE



technology, Allied Signal Spectra High Performance materials, Twaron, Gold Flex and woven Kevlar or its equivalent, woven Aramid. The soft body armor shall be designed for occasional wear as an undergarment and as a raid/assault type vest. The ballistic panel must weigh no more than .98 lbs./sq. ft.

## BALLISTIC PANELS:

The ballistic panels shall be constructed as follows:

| <b>Threat Level</b> | <b>Plies of Ballistic Material</b> | <b>Maximum Areal Density<br/>Lbs./Sq.Ft.</b> | <b>Maximum Thickness</b> |
|---------------------|------------------------------------|--|--------------------------|
| III-A               | No more than 34                    | .98 lbs./Sq. Ft.                             | Not more than .27"       |

The ballistic panels must be soft, flexible and readily comfortable to the body. It must be stitched together in such a way that it remains extremely flexible. To prevent unnecessary stiffness, no quilt, diamond or box stitching through the entire panel will be allowed. If the ballistic panel provides additional layers of material in the vital area or the manufacturer contends that feathering of the armor is advantageous, the manufacturer shall then provide a written explanation and proof of testing, utilizing the least number of layers which exist in any part of the ballistic package. Failure to submit such testing results shall be cause for rejection.

## BALLISTIC PANEL COVERS:

Each ballistic panel shall be covered in a fabric, which provides for panel protection and water repellency. Each ballistic panel shall be covered in ballistic material of (GORE-TEX *Millennium Gold* ComfortCool—waterproof, breathable, oleophobic), or its equivalent. Said cover must also be stain resistant, odor and mildew resistant. The inner cover material must be breathable in order not to trap moisture in its vapor form. Said cover shall prevent oils, fuels, cosmetics, insect repellents and food substances from contaminating the ballistic panel and/or compromising the waterproof properties of the cover.

Laboratory certification data of the below minimum performance levels is required. The testing laboratory must be listed on the U.S. government Qualified Labs List for performance of the following tests:

| <b>TEST:</b>                 | <b>REQUIREMENT:</b>                                     | <b>TEST METHOD:</b>                    |
|------------------------------|---|--|
| Moisture Vapor Transmission  | 600gm/M2/24hr Procedure B<br>4600gm/M2/24hr Procedure B | ASTM E96-95 1/<br>ASTM E96-95 2/       |
| Water Permeability Initial   | No Leakage  | BS3424: Part 26:1990<br>Method 29A 3/  |
| After Deet Insect Repellent  | No Leakage  | BS33424: Part 26:1990<br>Method 24A 4/ |
| After Synthetic Perspiration | No Leakage  | BS33424: Part 26:1990                  |

## BALLISTIC VEST CARRIERS:

Each vest shall be supplied with the following two (2) carriers:

The first shall be a navy/black blue six point adjustable, removable carrier. The carrier back, (body side), is to be constructed of poly-cotton/Poly Max/Cool Max/Akwadyne or similar type open mesh material designed to maximize moisture wicking and evaporation. The carrier front, (Outside), shall be constructed of Cotton Poplin or similar type material for durability. The fabric used must be capable of releasing moisture without absorption, allowing for higher evaporation resulting in a less clammy feeling to the wearer. This carrier must have two (2) armor plate pockets enabling the wearer the option of using a 5" X 8" trauma plate or a "10.5" X 7" trauma plate insert with a minimum of 1" overlap on each side. Velcro closures are required at the carrier back and the top of the trauma plate pocket. Each carrier shall have six (6) elastic straps with hook and pile fasteners attached to the edges of the rear carrier: one (1) at the top of each shoulder and two (2) on each side.





The second carrier shall be a raid entry/assault type carrier constructed of heavy duty, urethane-backed heavy-duty 420-denier (467 dtex) nylon Pac type Cloth, black in color. A 3" scoop must be cut into the neck area that prevents the vest from showing when worn under a shirt with an open collar when the six point adjustable carrier is in use. The panels shall be removable from the front of the carrier by way of a vertical zipper in the center of the carrier. The rear ballistic panel shall be removable by a Velcro closure on the inside of the rear carrier. The carrier will be secured with heavy duty Velcro at the sides to allow for full wrap around coverage with a minimum of one (1") inch overlap on each side. Velcro shall be added to the front right and left upper chest area to accommodate ambidextrous placement of the ID patch on the front of the carrier. In addition to the Velcro closures, each side shall have one (1), 1" wide X 12" long nylon web straps with quick detach plastic buckles to hold the Velcro closure securely and prevent the side from opening up in the event the side of the vest is scraped against a wall or during a physical struggle. Straps shall be located in such a manner that it would enable the wearer to easily buckle or unbuckle side straps. This carrier shall be sized to fit the specific ballistic panels it accompanies to avoid extra material from bunching around the edges of the carrier.

## Rear Attachments

The second carrier shall be supplied with sewn on pockets/pouches in the following manner: two (2) handcuff pouches on the rear of the vest, one (1) on the right with the opening facing right and one (1) on the left with the opening facing left. Both shall have flap closures secured with Velcro. There shall also be a banner type I.D. tag with the word 'POLICE' in white, 3 ½" tall, capital letters attached to the top, rear of the carrier with Velcro. There shall be a drag strap attached to the top of the rear carrier constructed of nylon webbing, MIL Spec W17337 for downed officer extraction. The strap shall have a tinsel strength of at least 2200 pounds.

## Front Attachments

The second carrier shall be supplied with a sewn on pouch—second pouch to the right (as you are wearing the vest), of the zipper, large enough, (approximately 7" tall X 6 ½" wide), to accommodate a small frame pistol. Inside this pouch there shall be a small frame pistol holster attached to the carrier using Velcro so that the holster may be turned over, making it left or right handed. There shall be a flap covering this pouch using Velcro closure while ensuring the flap can be opened quickly. To the right of the zipper there shall be a sewn on pouch—first pouch to the right of the zipper, long and narrow enough, (approximately 1 ½" wide X 6" tall), to accommodate a small sized rechargeable, "Stinger" type flashlight. This pouch shall also have a flap using a Velcro closure. To the left of the zipper, there shall be a sewn on pouch—first pouches to the left of the zipper—to accommodate a double magazine pouch (approximately 4" wide by 5" tall). This pouch shall also have two (2) flaps using a Velcro closure—one for each magazine. To the left of the double magazine pouch there shall be a sewn on pouch long and narrow enough, (approximately 3" wide by 6" tall), to accommodate a portable radio. This pouch shall have an elastic strap attached to the carrier that will be placed over the radio and attach to the front of the pouch with a 3" Velcro closure. To the left of the radio pouch there shall be a sewn on handcuff pouch with the flap over the top and Velcro closure. There shall be a banner type I.D. tag with the word "POLICE" in white, 2 ½" tall, capital letters attached to the top, front of the carrier with Velcro. Velcro shall be added to the right and left side to accommodate ambidextrous placement of the ID patch on the front of the carrier. This carrier shall be equipped with a horizontal Velcro strip on the inside of the front carrier designed to accept an optional groin shield. This strip shall have a flap that will protect the hook and pile when the groin shield is not being used. This carrier must accommodate two (2) armor plate pockets enabling the wearer the option of using a 5" X 8" trauma plate or a 10.5" X 7" trauma plate insert.

The second carrier shall also have an attachment located on the left upper breast area that will allow for the attachment of a badge using a pin or Velcro. The attachment shall have four (4) riveted-style pin-hole openings and positioned at the 12, 3, 6, and 9 o'clock positions and spaced such to accommodate a common 1" inch badge pin length. The face of the attachment shall have a soft Velcro material applied so that a cloth-style badge or number may also be applied.

The second carrier shall also have a 4" long by 1" wide strap applied flat across the top shoulder on each side to accommodate the use and attachment of a speaker microphone clip from a portable radio. This 4" by 1" top strap shall be sewn to the carrier with a minimum of a 2 ½" open area to accommodate the portable radio clip.

## SIZING:

The Contractor shall also be required to supply training to a selected group of MSP personnel on the measuring of the selected vests. Bullet resistant vests shall be supplied in sizes small, medium, large, X-large, XX-large, and XXX-large.



The sides of the panels shall be cut so that they provide a full wrap around fit with a minimum of 1" overlap on both sides. Coverage size Large = 459.52 in. The following sizing chart shall be used to define sizes.

#### Sizing/Measurement Guide

| EAS Sizes | Proposed MSP EAS Panel Dimensions | Circumference of Armor Coverage with 1" Overlap | Range of Waist Sizes (measured) |
|-----------|-----------------------------------|---|---------------------------------|
| S         | 20 X 20 X 15                      | 38  | -32                             |
| M         | 22 X 20 X 15                      | 40  | 32-34                           |
| L         | 22 X 22 X 16                      | 42  | 34-36                           |
| XL        | 25 X 22 X 16                      | 45  | 36-40                           |
| XXL       | 25 X 25 X 17                      | 48  | 40-44                           |
| XXXL      | 30 X 25 X 18                      | 53  | 44+                             |

#### OFFICER OPTION:

Contractor offers two trauma reduction options: 1) a soft trauma insert to fit the 5" X 8" pocket on the carrier, and 2) a steel or other hard metal/metal alloy trauma reduction plate to fit the 5" X 8" pocket on the carrier. This plate shall be designed to fit the pockets of both carriers. The individual officer shall purchase these trauma reduction systems at his/her cost. The soft trauma insert shall be made of the same ballistic material as the ballistic body panel and covered with the same material as the ballistic panels.

A groin protection panel constructed of the same ballistic material listed above shall be an option with each vest. This groin panel shall be attachable to the inside of the front carrier by the use of Velcro.